

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
JOANN INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 429</b>

**EIGHTH NOTICE OF REJECTION OF CERTAIN  
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on February 14, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”) (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. 429] (the “Procedures Order”), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 2**, or

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

such other date as the Debtors and the counterparty or counterparties to any such Contract agree. If any such Contract is an unexpired lease of non-residential real property (a “Lease”), the rejection effective date shall be the later of (a) the proposed effective date set forth on the Rejection Notice; and (b) the date the Debtors relinquish control of the premises by (1) notifying the affected landlord in writing, with email being sufficient, of the Debtors’ surrender of the premises and turning over the key, key codes, and security codes, if any, to the affected landlord or (2) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased premises; *provided* that the Rejection Date for Lease rejected pursuant to this Rejection Notice shall not occur earlier than the date the Debtors filed and served this Rejection Notice.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases and is ***actually received*** by the following parties no later than fourteen (14) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (a) the Debtors, 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. ([aparna.yenamandra@kirkland.com](mailto:aparna.yenamandra@kirkland.com)) and 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Jeffrey Michalik ([jeff.michalik@kirkland.com](mailto:jeff.michalik@kirkland.com)), and Lindsey Blumenthal ([lindsey.blumenthal@kirkland.com](mailto:lindsey.blumenthal@kirkland.com)) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley ([preilley@coleschotz.com](mailto:preilley@coleschotz.com)), Stacy L. Newman ([snewman@coleschotz.com](mailto:snewman@coleschotz.com)), Michael E. Fitzpatrick ([mfitzpatrick@coleschotz.com](mailto:mfitzpatrick@coleschotz.com)), and Jack M. Dougherty

([jdougherty@coleschotz.com](mailto:jdougherty@coleschotz.com)); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)); (d) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg ([SGreenberg@gibsondunn.com](mailto:SGreenberg@gibsondunn.com)), Kevin Liang ([KLiang@gibsondunn.com](mailto:KLiang@gibsondunn.com)), and Josh Brody ([JBrody@gibsondunn.com](mailto:JBrody@gibsondunn.com)); (e) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit ([jeffrey.gleit@afslaw.com](mailto:jeffrey.gleit@afslaw.com)) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg ([jonathan.bagg@afslaw.com](mailto:jonathan.bagg@afslaw.com)), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley ([matthew.bentley@afslaw.com](mailto:matthew.bentley@afslaw.com)); (f) counsel to GA Joann Retail Partnership, LLC, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068, Attn.: Andrew Behlmann ([abehlmann@lowenstein.com](mailto:abehlmann@lowenstein.com)); and (g) counsel to the Official Committee of Unsecured Creditors, (i) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams ([jadams@kelleydrye.com](mailto:jadams@kelleydrye.com)), Maeghan McLoughlin ([mmcloughlin@kelleydrye.com](mailto:mmcloughlin@kelleydrye.com)) and Connie Choe ([cchoe@kelleydrye.com](mailto:cchoe@kelleydrye.com)) and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705, Attn: Bradford Sandler ([bsandler@pszjlaw.com](mailto:bsandler@pszjlaw.com)) and James O'Neill ([joneill@pszlaw.com](mailto:joneill@pszlaw.com)). Only those responses that are timely filed, served, and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such

Contract agree.<sup>3</sup> If the Contract is a Lease, the Debtors shall submit the Rejection Order to the Court under a certificate of no objection authorizing the rejection of each such Lease listed in this Rejection Notice to be rejected as of the later of (i) the applicable Rejection Date set forth in **Schedule 2** or such other date as the Debtors and the applicable Rejection Counterparty may agree and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth on **Schedule 2** attached hereto or such other date as the Debtors and Rejection Counterparty agree or as otherwise ordered by the Court.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

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<sup>3</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** attached hereto shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (1) the Rejection Date, if no objection is filed and (2) the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: April 30, 2025  
Wilmington, Delaware

*/s/ Patrick J. Reilley*

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**COLE SCHOTZ P.C.**

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*Co-Counsel to the Debtors  
and Debtors in Possession*

**Schedule 1**

**Procedures Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
JOANN INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket No. 16 and 401</b>

**ORDER (I) AUTHORIZING AND APPROVING  
PROCEDURES TO REJECT OR ASSUME EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing and approving procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases (including any amendments or modifications thereto, collectively, the “Contracts”) and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The following Rejection Procedures are approved in connection with rejecting Contracts:
  - a. ***Rejection Notice.*** The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 1** (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected including the store number and address; (ii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty"); (iii) the proposed effective date of rejection for each such Contract(s), (each, the "Rejection Date"); (iv) if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; (v) with respect to any Lease, any known third party having an interest in any remaining property, including personal property, consigned goods, furniture, fixtures, and equipment, located at the leased premises; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100; *provided, further*, if any such Contract is a Lease, the Rejection Notice shall be accompanied by a proposed form of order (the "Rejection Order") approving the rejection of the Lease(s), which shall be substantially in the form of Schedule 3 to the Rejection Notice, and no Lease shall be deemed rejected absent entry of an applicable Rejection Order.

- b. ***Service of the Rejection Notice.*** The Debtors will cause each Rejection Notice to be served: (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel by email, if known) and all parties who may have any interest in any Abandoned Property (if known); and (ii) by first class mail, email, or fax, upon (A) the Office of the United States Trustee for the District of Delaware, Attn.: Malcolm M. Bates ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)); (B) the Debtors' thirty largest unsecured creditors (on a consolidated basis); (C) the agents under the Debtors' prepetition secured facilities and counsel thereto; (D) the Official Committee of Unsecured Creditors (the "Committee"); (E) the United States Attorney's Office for the District of Delaware; (F) the Internal Revenue Service; (G) the attorneys general in the states where the Debtors conduct their business operations; (H) any known parties that have an interest in abandoned property at the premises; and (I) any party that is entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1(b) (collectively, the "Master Notice Parties").
- c. ***Objection Procedures.*** Parties objecting to a proposed rejection or the Debtors' proposed abandonment of the Abandoned Property must file and serve a written objection<sup>3</sup> so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline") and promptly serve such objection on the following parties (collectively, the "Objection Service Parties"): (i) the Debtors, 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. ([aparna.yenamandra@kirkland.com](mailto:aparna.yenamandra@kirkland.com)) and 333 West Wolf Point Plaza, Chicago Illinois 60654, Attn.: Jeffrey Michalik ([jeff.michalik@kirkland.com](mailto:jeff.michalik@kirkland.com)), and Lindsey Blumenthal ([lindsey.blumenthal@kirkland.com](mailto:lindsey.blumenthal@kirkland.com)) and (b) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley ([preilley@coleschotz.com](mailto:preilley@coleschotz.com)), Stacy L. Newman ([snewman@coleschotz.com](mailto:snewman@coleschotz.com)), Michael E. Fitzpatrick ([mfitzpatrick@coleschotz.com](mailto:mfitzpatrick@coleschotz.com)), and Jack M. Dougherty ([jdougherty@coleschotz.com](mailto:jdougherty@coleschotz.com)); (iii) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)); (iv) counsel to the Prepetition ABL Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn.: Christopher L. Carter ([christopher.carter@morganlewis.com](mailto:christopher.carter@morganlewis.com)) and Marjorie Crider

<sup>3</sup> An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

([marjorie.crider@morganlewis.com](mailto:marjorie.crider@morganlewis.com)) and (b) Reed Smith LLP, 1201 North Market Street, Suite 1500, Wilmington, Delaware 19801, Attn.: Kurt F. Gwynne ([kgwynne@reedsmith.com](mailto:kgwynne@reedsmith.com)) and Jason D. Angelo ([jangelo@reedsmith.com](mailto:jangelo@reedsmith.com)); (v) counsel to the Prepetition FILO Agent, (a) Choate Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn.: John Ventola ([jventola@choate.com](mailto:jventola@choate.com)) and Jonathan Marshall ([jmarshall@choate.com](mailto:jmarshall@choate.com)) and (b) DLA Piper LLP (US), 1201 N Market St. Suite 2100, Wilmington, Delaware 19801, Attn.: Stuart Brown, Esq. ([stuart.brown@dlapiper.com](mailto:stuart.brown@dlapiper.com)); (vi) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg ([SGreenberg@gibsondunn.com](mailto:SGreenberg@gibsondunn.com)), Kevin Liang ([KLiang@gibsondunn.com](mailto:KLiang@gibsondunn.com)), and Josh Brody ([JBrody@gibsondunn.com](mailto:JBrody@gibsondunn.com)); (vii) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit ([jeffrey.gleit@afslaw.com](mailto:jeffrey.gleit@afslaw.com)) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg ([jonathan.bagg@afslaw.com](mailto:jonathan.bagg@afslaw.com)), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley ([matthew.bentley@afslaw.com](mailto:matthew.bentley@afslaw.com)); (viii) counsel to Gordon Brothers Retail Partners, LLC, Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, New York 10020, Attn.: Steven Reisman ([sreisman@katten.com](mailto:sreisman@katten.com)) and Cindi Giglio ([cgiglio@katten.com](mailto:cgiglio@katten.com)); (ix) proposed counsel to the Official Committee of Unsecured Creditors, (a) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams ([jadams@kelleydrye.com](mailto:jadams@kelleydrye.com)), Maeghan McLoughlin ([mmcloughlin@kelleydrye.com](mailto:mmcloughlin@kelleydrye.com)) and Connie Choe ([cchoe@kelleydrye.com](mailto:cchoe@kelleydrye.com)) and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, P.O. Box 8705, Wilmington, Delaware, 19899-8705, Attn: Bradford Sandler ([bsandler@pszjlaw.com](mailto:bsandler@pszjlaw.com)) and James O'Neill ([joneill@pszjlaw.com](mailto:joneill@pszjlaw.com)); and (x) the applicable Rejection Counterparties (and upon such Rejection Counterparty's counsel by email, if known).

- d. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, including to the proposed abandonment of any Abandoned Property, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided* that if a Rejection Counterparty files a response to the Rejection Notice on the docket of the Court explicitly requesting entry of an order approving such Rejection, the Debtors will submit such an order to the Court prior to the proposed Rejection Date or as soon as reasonably practicable thereafter; *provided, further*, if the Contract is a Lease, the Debtors shall submit the Rejection Order to the Court under a certificate of no objection authorizing the rejection of each such Lease listed in the applicable Rejection Notice to be rejected as of the later of (i) the applicable Rejection Date set forth in the Rejection Notice or such other date as the

Debtors and the applicable Rejection Counterparty may agree and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date"); *provided, further*, that the Rejection Effective Date for a Lease rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

- e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree, or as ordered by the Court. For the avoidance of doubt, such Contract will only be deemed rejected upon the entry of a Rejection Order resolving the objection as between the Debtors and the applicable objecting party and/or Rejection Counterparty, unless the Debtors and the applicable Rejection Counterparty agree otherwise or as otherwise ordered by the court.
- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date.
- g. ***No Application of Security Deposits.*** If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.
- h. ***Abandoned Property.*** The Debtors, in consultation with the Prepetition ABL Agent and the Prepetition FILO Agent, are authorized, but not directed, at any time on or before the Rejection Effective Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Effective Date. After the Abandoned Property is deemed abandoned pursuant to section 554 of the Bankruptcy Code, the applicable Contract counterparty or counterparties may, in their sole discretion and without

further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition. The Contract counterparty's rights, if any, to file a claim for the disposal of such property are reserved, as are the rights of any party in interest to object to such claims. For the avoidance of doubt, nothing in this Order is intended to affect the rights of any party other than the Debtors in such Abandoned Property. The rights of any other party in Abandoned Property, and the rights of the landlord regarding such Abandoned Property, will be governed by applicable non-bankruptcy law.

- i. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Date or, in the case, of a Lease, the Rejection Effective Date, and (B) the date of entry of an order rejecting the Contract. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases.
3. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:
    - a. ***Assumption Notice.*** The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 2** (the "**Assumption Notice**") indicating the Debtors' intent to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed including the store number and address; (ii) the names and addresses of the counterparties to such Contracts (each an "**Assumption Counterparty**"); (iii) the identity of the proposed assignee of such Contracts (the "**Assignee**"), if applicable; (iv) the effective date of the assumption for each such Contract (the "**Assumption Date**"); (v) the proposed cure amount, if any for each such Contract; (vi) with respect to any Lease which the Debtors seek to assume and assign (if any), any known third party having an interest in any consigned goods subject to such assignment; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). If any such Contract is a Lease, the Assumption Notice shall be accompanied by a proposed form of order (the "**Assumption Order**") approving the assumption or assumption and assignment of the Lease(s), which shall be substantially in the form of **Schedule 3** to the Assumption Notice, and no Lease shall be deemed assumed absent entry of an applicable Assumption Order.
    - b. ***Service of the Assumption Notice and Evidence of Adequate Assurance.*** The Debtors will cause the Assumption Notice to be served (i) by first class mail upon the Assumption Counterparties affected by the Assumption

Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) by first class mail, email, or fax upon the Master Notice Parties.<sup>4</sup> To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).

- c. **Objection Procedures.** Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection<sup>5</sup> so that such objection is filed with this Court and actually received by the Objection Service Parties no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.
- d. **No Objection.** If no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided, however*, if the Contract is a Lease, the Debtors shall submit the Assumption Order to the Court under a certificate of no objection authorizing the assumption of each Lease, which shall be assumed or assumed and assigned upon entry of the Assumption Order or such other date as the Debtors and the applicable Assumption Counterparties may agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided, however*, that the Assumption Date for a Lease shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.
- e. **Unresolved Timely Objections.** If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be assumed or assumed and assigned upon entry by the

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<sup>4</sup> The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract other than a lease of non-residential real property to be assumed under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

<sup>5</sup> An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is overruled or withdrawn, upon further order of the Court and shall be assumed or assumed and assigned as of the applicable Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and applicable Assumption Counterparty agree, or as ordered by the Court.

- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

4. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, as are the rights of any counterparty to object to such assertion.

5. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into consensual amendments to the Contracts with the written consent of the applicable Assumption Counterparty to the extent such amendments are set forth in an Assumption Notice in accordance with this Order.

6. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

7. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral, and any budgets in connection therewith governing any such use of cash collateral.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief (including any payment made in accordance with this Order), nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or

other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

10. To the extent that the Debtors propose to abandon any personal property that may contain "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "Confidential Information"), the Debtors shall remove the Confidential Information from such personal property before such abandonment.



11. The Debtors are not authorized to abandon, and are directed to remove, any hazardous materials defined under applicable law from any non-residential real property subject to a rejected Contract as, and to the extent they are, required to do so by applicable law.

12. Notice of the Rejection as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.



**Dated: February 14th, 2025**  
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**  
**UNITED STATES BANKRUPTCY JUDGE**

*[See Exhibits to the Order at Docket No. 429]*

**Schedule 2**

**Rejected Contracts**

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
1	Furniture Enterprises of Alaska, Inc.	Jo-Ann Stores LLC	2545	3801 Old Seward Highway, Anchorage, 99503, AK	Lease	FF&E	4/30/2025
2	Central Shopping Centers CC, LLC	Jo-Ann Stores LLC	2010	354 Cox Creek Pkwy, Florence, 35630, AL	Lease	FF&E	4/30/2025
3	East Chase Market Center, LLC	Jo-Ann Stores LLC	2177	7951 Eastchase Pkwy, Montgomery, 36117, NY	Lease	FF&E	4/30/2025
4	Fort Smith Marketplace, LLC	Jo-Ann Stores LLC	2498	7609 Rogers Avenue, Fort Smith, 72903, AR	Lease	FF&E	4/30/2025
5	Hilltop Development, Inc.	Jo-Ann Stores LLC	2483	2813 E Nettleton Avenue, Jonesboro, 72401, AR	Lease	FF&E	4/30/2025
6	Lakewood Village Shopping Park LLC	Jo-Ann Stores LLC	2297	2637 Lakewood Village Drive, No Little Rock, 72116, AR	Lease	FF&E	4/30/2025
7	Ventures Karma, LLC	Jo-Ann Stores LLC	2349	2616 S Shackelford Rd, Ste A, Little Rock, 72205, TX	Lease	FF&E	4/30/2025
8	DJK-CASA GRANDE, LLC	Jo-Ann Stores LLC	2210	1325 E. Florence Blvd, Casa Grande, 85122, IA	Lease	FF&E	4/30/2025
9	Arcadia Fiesta LP	Jo-Ann Stores LLC	2522	3049 East Indian School Road, Phoenix, 85016, AZ	Lease	FF&E	4/30/2025
10	Gia Khanh LLC	Jo-Ann Stores LLC	1152	3588 Palo Verde Ave, Long Beach, 90808, CA	Lease	FF&E	4/30/2025
11	ASL Investments, LLC	Jo-Ann Stores LLC	1288	2086 Foothill Blvd Ste A, La Verne, 91750, CA	Lease	FF&E	4/30/2025
12	Wright Family Enterprises LLC	Jo-Ann Stores LLC	812	510 Harris St, Eureka, 95503, CA	Lease	FF&E	4/30/2025
13	Omega Sonora LLC	Jo-Ann Stores LLC	2202	1151 Sanguinetti Road, Sonora, 95370, CA	Lease	FF&E	4/30/2025
14	Jackson GOJO	Jo-Ann Stores LLC	2441	11 N State Highway 49-88, Jackson, 95642, CA	Lease	FF&E	4/30/2025
15	CPT Riverside Plaza, LLC	Jo-Ann Stores LLC	2422	3635 Riverside Plaza Dr. Ste.240, Riverside, 92506, CA	Lease	FF&E	4/30/2025
16	Westgate Woodland, LLC	Jo-Ann Stores LLC	1771	375 W Main St Ste E, Woodland, 95695, CA	Lease	FF&E	4/30/2025

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
17	TAM Partners, LP	Jo-Ann Stores LLC	112	245 Tamal Vista Blvd, Corte Madera, 94925, CA	Lease	FF&E	4/30/2025
18	El Camino Promenade, LLC	Jo-Ann Stores LLC	730	1948 S El Camino Real, San Mateo, 94403, CA	Lease	FF&E	4/30/2025
19	PBA II LLC	Jo-Ann Stores LLC	871	308 Walnut St, Redwood City, 94063, CA	Lease	FF&E	4/30/2025
20	Facchino/Labarbera-Tenant Station LLC	Jo-Ann Stores LLC	1787	225 Tennant Sta, Morgan Hill, 95037, CA	Lease	FF&E	4/30/2025
21	Yuba Raley's 2003 LLC	Jo-Ann Stores LLC	2462	704 West Onstott Rd, Yuba City, 95991, CA	Lease	FF&E	4/30/2025
22	Renaissance Partners I, LLC	Jo-Ann Stores LLC	2013	3449 Dillon Dr, Pueblo, 81008, TX	Lease	FF&E	4/30/2025
23	Brookfield (E & A), LLC	Jo-Ann Stores LLC	2182	143 Federal Rd, Brookfield, 06804, SC	Lease	FF&E	4/30/2025
24	Triple Net Clinton, LLC	Jo-Ann Stores LLC	701	274 E Main St, Clinton, 06413, NY	Lease	FF&E	4/30/2025
25	M C Co., LLC	Jo-Ann Stores LLC	976	2300 Dixwell Ave, Hamden, 06514, NY	Lease	FF&E	4/30/2025
26	Coconut Point Town Center, LLC	Jo-Ann Stores LLC	2537	8072 Mediterranean Drive, Estero, 33928, IN	Lease	FF&E	4/30/2025
27	Mariner Plaza Realty Associates, LP	Jo-Ann Stores LLC	816	224B Eglin Pkwy Ne, Fort Walton Beach, 32547, FL	Lease	FF&E	4/30/2025
28	Flagler S.C., LLC	Jo-Ann Stores LLC	135	8257 W Flagler St, Miami, 33144, NY	Lease	FF&E	4/30/2025
29	Realty Income Corporation	Jo-Ann Stores LLC	583	10875 Caribbean Blvd, Miami, 33189, CA	Lease	FF&E	4/30/2025
30	Dadeland Greenery LP	Jo-Ann Stores LLC	968	7706 N Kendall Dr, Miami, 33156, FL	Lease	FF&E	4/30/2025
31	Isram Riverwalk, LLC	Jo-Ann Stores LLC	1452	1632 S Federal Hwy, Boynton Beach, 33435, FL	Lease	FF&E	4/30/2025
32	MCP - Wellington, LLC	Jo-Ann Stores LLC	1862	940 S State Road 7, Wellington, 33414, FL	Lease	FF&E	4/30/2025
33	RK Pembroke Pines, LLC	Jo-Ann Stores LLC	2144	11251 Pines Blvd, Pembroke Pines, 33026, FL	Lease	FF&E	4/30/2025
34	Fountains SC, LLC	Jo-Ann Stores LLC	2167	801 South University Dr Suite 75, Plantation, 33324, IL	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
35	Brixmor Venice Village Shoppes LLC	Jo-Ann Stores LLC	1107	4143 Tamiami Trl S Bay 20, Venice, 34293, PA	Lease	FF&E	4/30/2025
36	Highyon Shopping Center Investment Funds No. 106 L.P.	Jo-Ann Stores LLC	2131	120 N Entrance Road, Sanford, 32771, FL	Lease	FF&E	4/30/2025
37	Ed Schlitt LC, dba Coldwell Banker	Jo-Ann Stores LLC	2279	5921 20Th St. Unit B, Vero Beach, 32966, FL	Lease	FF&E	4/30/2025
38	Lakewood Station LLC	Jo-Ann Stores LLC	333	4387 Commercial Way, Spring Hill, 34606, OH	Lease	FF&E	4/30/2025
39	Home Depot Plaza Associates Ltd.	Jo-Ann Stores LLC	1333	10057 Us Highway 19, Port Richey, 34668, FL	Lease	FF&E	4/30/2025
40	Tampa Palms Shopping Plaza, LLC	Jo-Ann Stores LLC	1861	6234 Commerce Palms Blvd, Tampa, 33647, NJ	Lease	FF&E	4/30/2025
41	Selig Enterprises, Inc.	Jo-Ann Stores LLC	1549	9439 Highway 5, Douglasville, 30135, GA	Lease	FF&E	4/30/2025
42	G.W. Real Estate of Georgia, LLC	Jo-Ann Stores LLC	1921	2255 Pleasant Hill Rd Ste 200, Duluth, 30096, NY	Lease	FF&E	4/30/2025
43	Fayette Pavilion LLC	Jo-Ann Stores LLC	2016	250 Pavilion Pkwy, Fayetteville, 30214, TX	Lease	FF&E	4/30/2025
44	ALTO Conyers Plaza, LP	Jo-Ann Stores LLC	2359	1380 Dogwood Drive, Conyers, 30013, DE	Lease	FF&E	4/30/2025
45	ORF VIII Lakeland Plaza, LLC	Jo-Ann Stores LLC	2414	540 A Lakeland Plaza, Cumming, 30040, GA	Lease	FF&E	4/30/2025
46	Golden Isles Plaza, LLC	Jo-Ann Stores LLC	2247	137 Golden Isles Plaza Parkway, Brunswick, 31520, GA	Lease	FF&E	4/30/2025
47	Muscatine Mall Management II, L.L.C.	Jo-Ann Stores LLC	2333	1903 Park Avenue, Muscatine, 52761, IA	Lease	FF&E	4/30/2025
48	Willow Creek Center Outlot II, LLC	Jo-Ann Stores LLC	2399	500 Indianhead Drive, Mason City, 50401, IA	Lease	FF&E	4/30/2025
49	SOAP CHAMPAIGN LLC	Jo-Ann Stores LLC	2290	722 West Town Center Blvd., Champaign, 61822, IL	Lease	FF&E	4/30/2025
50	Brixmor SPE 3 LLC	Jo-Ann Stores LLC	138	4917 Cal Sag Rd, Crestwood, 60445, PA	Lease	FF&E	4/30/2025
51	Danada Square West Shopping Center, LLC	Jo-Ann Stores LLC	140	36 Danada Sq W, Wheaton, 60189, TX	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
52	Four Flaggs Shopping Center, LLC	Jo-Ann Stores LLC	957	8245 W Golf Rd, Niles, 60714, NY	Lease	FF&E	4/30/2025
53	HAMHIC LLC	Jo-Ann Stores LLC	1579	4514 N Harlem Ave, Norridge, 60706, IL	Lease	FF&E	4/30/2025
54	BMA Joliet Commons LLC	Jo-Ann Stores LLC	2220	2741 Plainfield Road, Joliet, 60435, WI	Lease	FF&E	4/30/2025
55	Fox River Owner, LLC	Jo-Ann Stores LLC	2259	3310 Shoppers Drive, Mchenry, 60050, NY	Lease	FF&E	4/30/2025
56	Joffco Square Shopping Center, LLC	Jo-Ann Stores LLC	2386	555 W. Roosevelt Road, Chicago, 60607, NY	Lease	FF&E	4/30/2025
57	DANVILLE MALL, LLC	Jo-Ann Stores LLC	2455	2917 North Vermillion Suite C17, Danville, 61832, IL	Lease	FF&E	4/30/2025
58	Quincy Cullinan, LLC	Jo-Ann Stores LLC	503	425 N 32Nd St, Quincy, 62301, IL	Lease	FF&E	4/30/2025
59	University Place Improvements Owner, LLC	Jo-Ann Stores LLC	521	1332 E Main St, Carbondale, 62901, NY	Lease	FF&E	4/30/2025
60	CTL Property Management, LLC	Jo-Ann Stores LLC	527	1920 N Henderson St, Galesburg, 61401, IL	Lease	FF&E	4/30/2025
61	L & L Properteis of Sterling, LLC	Jo-Ann Stores LLC	2250	3201 East Lincolnway, Sterling, 61081, IL	Lease	FF&E	4/30/2025
62	Peru GKD Partners, LLC	Jo-Ann Stores LLC	2324	3940 Route 251 Suite A1, Peru, 61354, IL	Lease	FF&E	4/30/2025
63	ARG JAFPTIL001, LLC	Jo-Ann Stores LLC	2418	1611 South West Avenue, Freeport, 61032, RI	Lease	FF&E	4/30/2025
64	Rural King Realty, LLC	Jo-Ann Stores LLC	2438	700 Broadway East, Mattoon, 61938, IL	Lease	FF&E	4/30/2025
65	Daniel G. Kamin Eastbrook Enterprises	Jo-Ann Stores LLC	2503	2610 25Th Street, Columbus, 47201, PA	Lease	FF&E	4/30/2025
66	United Indy Investments LLC	Jo-Ann Stores LLC	2229	10030 East Washington Street, Indianapolis, 46229, IN	Lease	FF&E	4/30/2025
67	Lake Park Investors, LLC	Jo-Ann Stores LLC	566	4333 Franklin St, Michigan City, 46360, FL	Lease	FF&E	4/30/2025
68	259 Indiana Holding, LLC	Jo-Ann Stores LLC	328	1129 N Baldwin Ave Ste 32, Marion, 46952, NY	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
69	PLYMOUTH CENTER LIMITED PARTNERSHIP	Jo-Ann Stores LLC	889	1406 Pilgrim Lane, Plymouth, 46563, OH	Lease	FF&E	4/30/2025
70	Vincennes Center, LLC	Jo-Ann Stores LLC	899	630 Niblack Blvd # 6, Vincennes, 47591, NY	Lease	FF&E	4/30/2025
71	Angola Square, LLC	Jo-Ann Stores LLC	995	2010 N Wayne St Ste G, Angola, 46703, FL	Lease	FF&E	4/30/2025
72	Regency Central Indiana, LLC	Jo-Ann Stores LLC	2439	1224 James Ave, Bedford, 47421, IN	Lease	FF&E	4/30/2025
73	Regency Jasper LLC	Jo-Ann Stores LLC	2515	3703 N. Newton St, Jasper, 47546, IN	Lease	FF&E	4/30/2025
74	Broadmoor Plaza Indiana, LLC	Jo-Ann Stores LLC	2424	1131 E. Ireland Road, South Bend, 46614, VA	Lease	FF&E	4/30/2025
75	Park Plaza Joint Venture, LLC	Jo-Ann Stores LLC	2481	2108 W 27Th Street , Lawrence, 66047, MO	Lease	FF&E	4/30/2025
76	Central Mall Realty Holdings, LLC	Jo-Ann Stores LLC	1046	2259 S 9Th St Ste 38, Salina, 67401, KS	Lease	FF&E	4/30/2025
77	The Rouse Companies, LLC	Jo-Ann Stores LLC	2489	219 Towne Drive, Elizabethtown, 42701, KY	Lease	FF&E	4/30/2025
78	ATC Glimcher, LLC	Jo-Ann Stores LLC	2392	500 Winchester Ave, Suite 700, Ashland, 41101, OH	Lease	FF&E	4/30/2025
79	New Port Richey Deveolpment Company LLC	Jo-Ann Stores LLC	2343	14569 N Us Highway 25 E, Unit 26, Corbin, 40701, OH	Lease	FF&E	4/30/2025
80	BARREN RIVER PLAZA PROJECT, LLC	Jo-Ann Stores LLC	2419	376 North L Rogers Wells Blvd, Glasgow, 42141, KY	Lease	FF&E	4/30/2025
81	ARG OTOWEKY001, LLC	Jo-Ann Stores LLC	2233	5241 Frederica St. Space #3, Owensboro, 42301, IL	Lease	FF&E	4/30/2025
82	Monroe Retail Group LLC	Jo-Ann Stores LLC	2486	1804 Macarthur Blvd, Alexandria, 71301, TX	Lease	FF&E	4/30/2025
83	Woodmont Criterion Slidell GP LLC	Jo-Ann Stores LLC	2363	105 Northshore Blvd Suite 135, Slidell, 70460, TX	Lease	FF&E	4/30/2025
84	Lake Charles PC, L.P.	Jo-Ann Stores LLC	2508	91 Westbank Expressway Ste 490, Gretna, 70053, TX	Lease	FF&E	4/30/2025



No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
85	Louisiana Revitalization Fund, LLC	Jo-Ann Stores LLC	2504	6634 Youree Drive, Shreveport, 71105, LA	Lease	FF&E	4/30/2025
86	CTS Fiduciary, LLC, Trustee,	Jo-Ann Stores LLC	814	665 Iyannough Rd, Hyannis, 02601, MA	Lease	FF&E	4/30/2025
87	Shri Swamine LLC	Jo-Ann Stores LLC	1610	436 Broadway, Methuen, 01844, MA	Lease	FF&E	4/30/2025
88	Dartmouth Marketplace Associates, L.L.C.	Jo-Ann Stores LLC	177	454 State Rd, North Dartmouth, 02747, GA	Lease	FF&E	4/30/2025
89	RSS WFRBS2011-C3 - DE PMHN, LLC (Hampshire Mall)	Jo-Ann Stores LLC	1609	367 Russell St Ste A06, Hadley, 01035, NY	Lease	FF&E	4/30/2025
90	Leo MA Mall, LLC	Jo-Ann Stores LLC	1879	100 Commercial Rd Space H, Leominster, 01453, GA	Lease	FF&E	4/30/2025
91	LaVale Plaza LLC	Jo-Ann Stores LLC	640	1313 National Hwy, Lavale, 21502, MD	Lease	FF&E	4/30/2025
92	G.B. Mall Limited Partnership	Jo-Ann Stores LLC	123	6200 Greenbelt Rd, Greenbelt, 20770, MD	Lease	FF&E	4/30/2025
93	Brandywine Crossing SC LLC	Jo-Ann Stores LLC	2148	15920 Crain Highway Se, Brandywine, 20613, NJ	Lease	FF&E	4/30/2025
94	Fox Run Limited Partnership	Jo-Ann Stores LLC	2381	521 N. Solomon'S Island Rd, Ste 34, Prince Frederick, 20678, PA	Lease	FF&E	4/30/2025
95	EVP Auburn, LLC and 730 Center Street Realty, LLC	Jo-Ann Stores LLC	875	732 Center St, Auburn, 04210, MA	Lease	FF&E	4/30/2025
96	Oak Valley Centre, LLC	Jo-Ann Stores LLC	176	2897 Oak Valley Dr, Ann Arbor, 48103, MI	Lease	FF&E	4/30/2025
97	Sand Capital VI LLC	Jo-Ann Stores LLC	492	2950 Center Ave, Essexville, 48732, IN	Lease	FF&E	4/30/2025
98	Fort Gratiot Retail, LLC	Jo-Ann Stores LLC	351	4405 24Th Ave, Fort Gratiot, 48059, MI	Lease	FF&E	4/30/2025
99	4107 Telegraph, LLC	Jo-Ann Stores LLC	733	4107 Telegraph Rd, Bloomfield Hills, 48302, MI	Lease	FF&E	4/30/2025
100	N & H Lapeer Limited Partnership.	Jo-Ann Stores LLC	753	1865 W Genesee St, Lapeer, 48446, MI	Lease	FF&E	4/30/2025

**Schedule 3**

**Proposed Contract Rejection Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
JOANN INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos. 429 and [●]</b>

**EIGHTH ORDER AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)<sup>2</sup> entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Eighth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [●]] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in **Exhibit 1** attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Rejected Contracts**

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
1	Furniture Enterprises of Alaska, Inc.	Jo-Ann Stores LLC	2545	3801 Old Seward Highway, Anchorage, 99503, AK	Lease	FF&E	4/30/2025
2	Central Shopping Centers CC, LLC	Jo-Ann Stores LLC	2010	354 Cox Creek Pkwy, Florence, 35630, AL	Lease	FF&E	4/30/2025
3	East Chase Market Center, LLC	Jo-Ann Stores LLC	2177	7951 Eastchase Pkwy, Montgomery, 36117, NY	Lease	FF&E	4/30/2025
4	Fort Smith Marketplace, LLC	Jo-Ann Stores LLC	2498	7609 Rogers Avenue, Fort Smith, 72903, AR	Lease	FF&E	4/30/2025
5	Hilltop Development, Inc.	Jo-Ann Stores LLC	2483	2813 E Nettleton Avenue, Jonesboro, 72401, AR	Lease	FF&E	4/30/2025
6	Lakewood Village Shopping Park LLC	Jo-Ann Stores LLC	2297	2637 Lakewood Village Drive, No Little Rock, 72116, AR	Lease	FF&E	4/30/2025
7	Ventures Karma, LLC	Jo-Ann Stores LLC	2349	2616 S Shackelford Rd, Ste A, Little Rock, 72205, TX	Lease	FF&E	4/30/2025
8	DJK-CASA GRANDE, LLC	Jo-Ann Stores LLC	2210	1325 E. Florence Blvd, Casa Grande, 85122, IA	Lease	FF&E	4/30/2025
9	Arcadia Fiesta LP	Jo-Ann Stores LLC	2522	3049 East Indian School Road, Phoenix, 85016, AZ	Lease	FF&E	4/30/2025
10	Gia Khanh LLC	Jo-Ann Stores LLC	1152	3588 Palo Verde Ave, Long Beach, 90808, CA	Lease	FF&E	4/30/2025
11	ASL Investments, LLC	Jo-Ann Stores LLC	1288	2086 Foothill Blvd Ste A, La Verne, 91750, CA	Lease	FF&E	4/30/2025
12	Wright Family Enterprises LLC	Jo-Ann Stores LLC	812	510 Harris St, Eureka, 95503, CA	Lease	FF&E	4/30/2025
13	Omega Sonora LLC	Jo-Ann Stores LLC	2202	1151 Sanguinetti Road, Sonora, 95370, CA	Lease	FF&E	4/30/2025
14	Jackson GOJO	Jo-Ann Stores LLC	2441	11 N State Highway 49-88, Jackson, 95642, CA	Lease	FF&E	4/30/2025
15	CPT Riverside Plaza, LLC	Jo-Ann Stores LLC	2422	3635 Riverside Plaza Dr. Ste.240, Riverside, 92506, CA	Lease	FF&E	4/30/2025
16	Westgate Woodland, LLC	Jo-Ann Stores LLC	1771	375 W Main St Ste E, Woodland, 95695, CA	Lease	FF&E	4/30/2025

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.



No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
17	TAM Partners, LP	Jo-Ann Stores LLC	112	245 Tamal Vista Blvd, Corte Madera, 94925, CA	Lease	FF&E	4/30/2025
18	El Camino Promenade, LLC	Jo-Ann Stores LLC	730	1948 S El Camino Real, San Mateo, 94403, CA	Lease	FF&E	4/30/2025
19	PBA II LLC	Jo-Ann Stores LLC	871	308 Walnut St, Redwood City, 94063, CA	Lease	FF&E	4/30/2025
20	Facchino/Labarbera-Tenant Station LLC	Jo-Ann Stores LLC	1787	225 Tennant Sta, Morgan Hill, 95037, CA	Lease	FF&E	4/30/2025
21	Yuba Raley's 2003 LLC	Jo-Ann Stores LLC	2462	704 West Onstott Rd, Yuba City, 95991, CA	Lease	FF&E	4/30/2025
22	Renaissance Partners I, LLC	Jo-Ann Stores LLC	2013	3449 Dillon Dr, Pueblo, 81008, TX	Lease	FF&E	4/30/2025
23	Brookfield (E & A), LLC	Jo-Ann Stores LLC	2182	143 Federal Rd, Brookfield, 06804, SC	Lease	FF&E	4/30/2025
24	Triple Net Clinton, LLC	Jo-Ann Stores LLC	701	274 E Main St, Clinton, 06413, NY	Lease	FF&E	4/30/2025
25	M C Co., LLC	Jo-Ann Stores LLC	976	2300 Dixwell Ave, Hamden, 06514, NY	Lease	FF&E	4/30/2025
26	Coconut Point Town Center, LLC	Jo-Ann Stores LLC	2537	8072 Mediterranean Drive, Estero, 33928, IN	Lease	FF&E	4/30/2025
27	Mariner Plaza Realty Associates, LP	Jo-Ann Stores LLC	816	224B Eglin Pkwy Ne, Fort Walton Beach, 32547, FL	Lease	FF&E	4/30/2025
28	Flagler S.C., LLC	Jo-Ann Stores LLC	135	8257 W Flagler St, Miami, 33144, NY	Lease	FF&E	4/30/2025
29	Realty Income Corporation	Jo-Ann Stores LLC	583	10875 Caribbean Blvd, Miami, 33189, CA	Lease	FF&E	4/30/2025
30	Dadeland Greenery LP	Jo-Ann Stores LLC	968	7706 N Kendall Dr, Miami, 33156, FL	Lease	FF&E	4/30/2025
31	Isram Riverwalk, LLC	Jo-Ann Stores LLC	1452	1632 S Federal Hwy, Boynton Beach, 33435, FL	Lease	FF&E	4/30/2025
32	MCP - Wellington, LLC	Jo-Ann Stores LLC	1862	940 S State Road 7, Wellington, 33414, FL	Lease	FF&E	4/30/2025
33	RK Pembroke Pines, LLC	Jo-Ann Stores LLC	2144	11251 Pines Blvd, Pembroke Pines, 33026, FL	Lease	FF&E	4/30/2025
34	Fountains SC, LLC	Jo-Ann Stores LLC	2167	801 South University Dr Suite 75, Plantation, 33324, IL	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
35	Brixmor Venice Village Shoppes LLC	Jo-Ann Stores LLC	1107	4143 Tamiami Trl S Bay 20, Venice, 34293, PA	Lease	FF&E	4/30/2025
36	Highyon Shopping Center Investment Funds No. 106 L.P.	Jo-Ann Stores LLC	2131	120 N Entrance Road, Sanford, 32771, FL	Lease	FF&E	4/30/2025
37	Ed Schlitt LC, dba Coldwell Banker	Jo-Ann Stores LLC	2279	5921 20Th St. Unit B, Vero Beach, 32966, FL	Lease	FF&E	4/30/2025
38	Lakewood Station LLC	Jo-Ann Stores LLC	333	4387 Commercial Way, Spring Hill, 34606, OH	Lease	FF&E	4/30/2025
39	Home Depot Plaza Associates Ltd.	Jo-Ann Stores LLC	1333	10057 Us Highway 19, Port Richey, 34668, FL	Lease	FF&E	4/30/2025
40	Tampa Palms Shopping Plaza, LLC	Jo-Ann Stores LLC	1861	6234 Commerce Palms Blvd, Tampa, 33647, NJ	Lease	FF&E	4/30/2025
41	Selig Enterprises, Inc.	Jo-Ann Stores LLC	1549	9439 Highway 5, Douglasville, 30135, GA	Lease	FF&E	4/30/2025
42	G.W. Real Estate of Georgia, LLC	Jo-Ann Stores LLC	1921	2255 Pleasant Hill Rd Ste 200, Duluth, 30096, NY	Lease	FF&E	4/30/2025
43	Fayette Pavilion LLC	Jo-Ann Stores LLC	2016	250 Pavilion Pkwy, Fayetteville, 30214, TX	Lease	FF&E	4/30/2025
44	ALTO Conyers Plaza, LP	Jo-Ann Stores LLC	2359	1380 Dogwood Drive, Conyers, 30013, DE	Lease	FF&E	4/30/2025
45	ORF VIII Lakeland Plaza, LLC	Jo-Ann Stores LLC	2414	540 A Lakeland Plaza, Cumming, 30040, GA	Lease	FF&E	4/30/2025
46	Golden Isles Plaza, LLC	Jo-Ann Stores LLC	2247	137 Golden Isles Plaza Parkway, Brunswick, 31520, GA	Lease	FF&E	4/30/2025
47	Muscatine Mall Management II, L.L.C.	Jo-Ann Stores LLC	2333	1903 Park Avenue, Muscatine, 52761, IA	Lease	FF&E	4/30/2025
48	Willow Creek Center Outlot II, LLC	Jo-Ann Stores LLC	2399	500 Indianhead Drive, Mason City, 50401, IA	Lease	FF&E	4/30/2025
49	SOAP CHAMPAIGN LLC	Jo-Ann Stores LLC	2290	722 West Town Center Blvd., Champaign, 61822, IL	Lease	FF&E	4/30/2025
50	Brixmor SPE 3 LLC	Jo-Ann Stores LLC	138	4917 Cal Sag Rd, Crestwood, 60445, PA	Lease	FF&E	4/30/2025
51	Danada Square West Shopping Center, LLC	Jo-Ann Stores LLC	140	36 Danada Sq W, Wheaton, 60189, TX	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
52	Four Flaggs Shopping Center, LLC	Jo-Ann Stores LLC	957	8245 W Golf Rd, Niles, 60714, NY	Lease	FF&E	4/30/2025
53	HAMHIC LLC	Jo-Ann Stores LLC	1579	4514 N Harlem Ave, Norridge, 60706, IL	Lease	FF&E	4/30/2025
54	BMA Joliet Commons LLC	Jo-Ann Stores LLC	2220	2741 Plainfield Road, Joliet, 60435, WI	Lease	FF&E	4/30/2025
55	Fox River Owner, LLC	Jo-Ann Stores LLC	2259	3310 Shoppers Drive, Mchenry, 60050, NY	Lease	FF&E	4/30/2025
56	Joffco Square Shopping Center, LLC	Jo-Ann Stores LLC	2386	555 W. Roosevelt Road, Chicago, 60607, NY	Lease	FF&E	4/30/2025
57	DANVILLE MALL, LLC	Jo-Ann Stores LLC	2455	2917 North Vermillion Suite C17, Danville, 61832, IL	Lease	FF&E	4/30/2025
58	Quincy Cullinan, LLC	Jo-Ann Stores LLC	503	425 N 32Nd St, Quincy, 62301, IL	Lease	FF&E	4/30/2025
59	University Place Improvements Owner, LLC	Jo-Ann Stores LLC	521	1332 E Main St, Carbondale, 62901, NY	Lease	FF&E	4/30/2025
60	CTL Property Management, LLC	Jo-Ann Stores LLC	527	1920 N Henderson St, Galesburg, 61401, IL	Lease	FF&E	4/30/2025
61	L & L Properteis of Sterling, LLC	Jo-Ann Stores LLC	2250	3201 East Lincolnway, Sterling, 61081, IL	Lease	FF&E	4/30/2025
62	Peru GKD Partners, LLC	Jo-Ann Stores LLC	2324	3940 Route 251 Suite A1, Peru, 61354, IL	Lease	FF&E	4/30/2025
63	ARG JAFPTIL001, LLC	Jo-Ann Stores LLC	2418	1611 South West Avenue, Freeport, 61032, RI	Lease	FF&E	4/30/2025
64	Rural King Realty, LLC	Jo-Ann Stores LLC	2438	700 Broadway East, Mattoon, 61938, IL	Lease	FF&E	4/30/2025
65	Daniel G. Kamin Eastbrook Enterprises	Jo-Ann Stores LLC	2503	2610 25Th Street, Columbus, 47201, PA	Lease	FF&E	4/30/2025
66	United Indy Investments LLC	Jo-Ann Stores LLC	2229	10030 East Washington Street, Indianapolis, 46229, IN	Lease	FF&E	4/30/2025
67	Lake Park Investors, LLC	Jo-Ann Stores LLC	566	4333 Franklin St, Michigan City, 46360, FL	Lease	FF&E	4/30/2025
68	259 Indiana Holding, LLC	Jo-Ann Stores LLC	328	1129 N Baldwin Ave Ste 32, Marion, 46952, NY	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
69	PLYMOUTH CENTER LIMITED PARTNERSHIP	Jo-Ann Stores LLC	889	1406 Pilgrim Lane, Plymouth, 46563, OH	Lease	FF&E	4/30/2025
70	Vincennes Center, LLC	Jo-Ann Stores LLC	899	630 Niblack Blvd # 6, Vincennes, 47591, NY	Lease	FF&E	4/30/2025
71	Angola Square, LLC	Jo-Ann Stores LLC	995	2010 N Wayne St Ste G, Angola, 46703, FL	Lease	FF&E	4/30/2025
72	Regency Central Indiana, LLC	Jo-Ann Stores LLC	2439	1224 James Ave, Bedford, 47421, IN	Lease	FF&E	4/30/2025
73	Regency Jasper LLC	Jo-Ann Stores LLC	2515	3703 N. Newton St, Jasper, 47546, IN	Lease	FF&E	4/30/2025
74	Broadmoor Plaza Indiana, LLC	Jo-Ann Stores LLC	2424	1131 E. Ireland Road, South Bend, 46614, VA	Lease	FF&E	4/30/2025
75	Park Plaza Joint Venture, LLC	Jo-Ann Stores LLC	2481	2108 W 27Th Street , Lawrence, 66047, MO	Lease	FF&E	4/30/2025
76	Central Mall Realty Holdings, LLC	Jo-Ann Stores LLC	1046	2259 S 9Th St Ste 38, Salina, 67401, KS	Lease	FF&E	4/30/2025
77	The Rouse Companies, LLC	Jo-Ann Stores LLC	2489	219 Towne Drive, Elizabethtown, 42701, KY	Lease	FF&E	4/30/2025
78	ATC Glimcher, LLC	Jo-Ann Stores LLC	2392	500 Winchester Ave, Suite 700, Ashland, 41101, OH	Lease	FF&E	4/30/2025
79	New Port Richey Deveolpment Company LLC	Jo-Ann Stores LLC	2343	14569 N Us Highway 25 E, Unit 26, Corbin, 40701, OH	Lease	FF&E	4/30/2025
80	BARREN RIVER PLAZA PROJECT, LLC	Jo-Ann Stores LLC	2419	376 North L Rogers Wells Blvd, Glasgow, 42141, KY	Lease	FF&E	4/30/2025
81	ARG OTOWEKY001, LLC	Jo-Ann Stores LLC	2233	5241 Frederica St. Space #3, Owensboro, 42301, IL	Lease	FF&E	4/30/2025
82	Monroe Retail Group LLC	Jo-Ann Stores LLC	2486	1804 Macarthur Blvd, Alexandria, 71301, TX	Lease	FF&E	4/30/2025
83	Woodmont Criterion Slidell GP LLC	Jo-Ann Stores LLC	2363	105 Northshore Blvd Suite 135, Slidell, 70460, TX	Lease	FF&E	4/30/2025
84	Lake Charles PC, L.P.	Jo-Ann Stores LLC	2508	91 Westbank Expressway Ste 490, Gretna, 70053, TX	Lease	FF&E	4/30/2025

No.	Rejection Counterparty	Debtor Party	Store Number	Store Address	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
85	Louisiana Revitalization Fund, LLC	Jo-Ann Stores LLC	2504	6634 Youree Drive, Shreveport, 71105, LA	Lease	FF&E	4/30/2025
86	CTS Fiduciary, LLC, Trustee,	Jo-Ann Stores LLC	814	665 Iyannough Rd, Hyannis, 02601, MA	Lease	FF&E	4/30/2025
87	Shri Swamine LLC	Jo-Ann Stores LLC	1610	436 Broadway, Methuen, 01844, MA	Lease	FF&E	4/30/2025
88	Dartmouth Marketplace Associates, L.L.C.	Jo-Ann Stores LLC	177	454 State Rd, North Dartmouth, 02747, GA	Lease	FF&E	4/30/2025
89	RSS WFRBS2011-C3 - DE PMHN, LLC (Hampshire Mall)	Jo-Ann Stores LLC	1609	367 Russell St Ste A06, Hadley, 01035, NY	Lease	FF&E	4/30/2025
90	Leo MA Mall, LLC	Jo-Ann Stores LLC	1879	100 Commercial Rd Space H, Leominster, 01453, GA	Lease	FF&E	4/30/2025
91	LaVale Plaza LLC	Jo-Ann Stores LLC	640	1313 National Hwy, Lavale, 21502, MD	Lease	FF&E	4/30/2025
92	G.B. Mall Limited Partnership	Jo-Ann Stores LLC	123	6200 Greenbelt Rd, Greenbelt, 20770, MD	Lease	FF&E	4/30/2025
93	Brandywine Crossing SC LLC	Jo-Ann Stores LLC	2148	15920 Crain Highway Se, Brandywine, 20613, NJ	Lease	FF&E	4/30/2025
94	Fox Run Limited Partnership	Jo-Ann Stores LLC	2381	521 N. Solomon'S Island Rd, Ste 34, Prince Frederick, 20678, PA	Lease	FF&E	4/30/2025
95	EVP Auburn, LLC and 730 Center Street Realty, LLC	Jo-Ann Stores LLC	875	732 Center St, Auburn, 04210, MA	Lease	FF&E	4/30/2025
96	Oak Valley Centre, LLC	Jo-Ann Stores LLC	176	2897 Oak Valley Dr, Ann Arbor, 48103, MI	Lease	FF&E	4/30/2025
97	Sand Capital VI LLC	Jo-Ann Stores LLC	492	2950 Center Ave, Essexville, 48732, IN	Lease	FF&E	4/30/2025
98	Fort Gratiot Retail, LLC	Jo-Ann Stores LLC	351	4405 24Th Ave, Fort Gratiot, 48059, MI	Lease	FF&E	4/30/2025
99	4107 Telegraph, LLC	Jo-Ann Stores LLC	733	4107 Telegraph Rd, Bloomfield Hills, 48302, MI	Lease	FF&E	4/30/2025
100	N & H Lapeer Limited Partnership.	Jo-Ann Stores LLC	753	1865 W Genesee St, Lapeer, 48446, MI	Lease	FF&E	4/30/2025